# UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA

Case No. 0:24-cv-60382-DSL

JESSICA PIAFSKY, an individual,

Plaintiff,

v.

MB HOME IMPROVEMENTS INC. a Florida Corporation, MAXIM BOHADANA, an Individual, ROI NEEMAN, an Individual and CONSTRUCTION FORT LAUDERDALE, INC. d/b/a MB HOME IMPROVEMENTS, a Florida Corporation,

Defendants

FIRST AMENDED COMPLAINT

# EXHIBIT A

# HOME BIMPROVEMENTS

MB Home Improvements
4814 SW 34th Terrace
Fort Lauderdale, FL 33312, USA
(954) 609-8006
Constructionfortlauderdale@gmail.com

# INVOICE / WORK ORDER

Invoice #
Date
Balance
Due On

69 Sun Jul 30 2023 **296275.00** Sun Jul 30 2023

Service Location:

#### Bill To:

Sam Farber
3727 SW 51st St
Fort Lauderdale, Florida 33312
(917) 282-9500
Jessicapiafsky@gmai.com

Description	QTY	Price	Amount
Demolition  Demo of all necessary areas throughout the house.  Including but not limited to windows, wall entrance, flooring, bathroom demos  Trash removal.	1.00	8000.00	8000.00
Hurricane Proof Windows  Hurricane impact windows & sliding doors.  Total of 25 windows including single hung, horizontal rolling and fixed windows.  1 sliding door (3 panels)  Hurricane impact front exterior door.  2 doors	1.00	48000.00	48000.00
Hurricane Proof Windows Rempve double windows and create section for single window throughout the house where there is double windows. This includes anything extra to	1.00 x wind	8500.00 aus 2 la	8500.00
Labor & Material Remove all current drawall with knockdown toxture and	1.00	16500.00	16500.00
replace with new to create a smooth wall and ceiling finish.  Paint finish. This includes, Eggshell walls in bathroom paint in bathroom  Labor & Material  Remove wall on right side in the entrance area.	1.00	vet room. 5 includes 0	s de paint.

Description	QTY	Price	Ama
Labor & Material Close opening for door for children's bedroom and move to the over side next to the bathroom. Build a closet or shelving area (remove built in desk and shelving.)	1.00	600.00	Amount 600.00
Labor & Material Remove half wall in the kitchen.	1.00	0.00	0.00
Kitchen Remodel Build kitchen against the wall on the right side of the house. Remove current and create a new island. Install all new appliances. Kitchen remodel will include: New kitchen cabinets New countertops up to \$1400 per slab including 5 slabs. MB Home Improvements is not responsible for finished goods for kitchen remodel. That is including sink, faucet, appliances etc		43500.00	43500.00
abor & Material Remove and replace baseboards throughout the louse.	1.00	4500.00	4500.00
emove and replace crown molding throughout the ouse KOPTIONAL	1.00	2000.00	2000.00
lectric Work hange lighting to LED recess lights 3" or 4" throughout the ouse. (40pc) — Pleaser Che Ck this number light features and fans (customer will supply hange all the electric switches, alarm contacts and entrols, electrical outlets and vents etc > linear emove and install new light feature in front of the house	141 - See		
emove and install new light feature in front of the house istomer will supply) grade electric panel. ange to tankless water heater. ar backup generator.  This includes water proof			

QTY	Price	Amount
1.00	68000.00	68000.00
1.00	12000.00	12000.00
1.00	19375.00	19375.00
1.00	14600.00 Paint) TB	14600.00
1.00	0.00	0.00
1.00	12300.00	12300.0
	1.00  1.00  1.00  1.00	1.00 12000.00  Ster closet  1.00 19375.00  1.00 14600.00  1.00 # Paint) TB

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	Description	QTY	Price	Amount
	Bathroom Remodel Full bathroom remodel Replace double vanity with sinks. (Customer will provide)	1.00	9800.00	9800.00
	Change bathtub and add shower door. (Customer will provide bathtub)			
	New tile on walls and floors. (Customer will provide tile) BP)	1.00		
	Labor & Material		0.00	0.00
	counter.  included dobed cabinet rath the Labor & Material	1.00	400.00	400.00
	Install water filtration system.	1.00	12200	30.00
	Labor & Material Garage conversion Convert garage into to bedrooms with one window in each room.		12200.00	12200.00
1	aundry room will be in garage as well as a storage area will be created.  Octubes floo, walls, lishes, wint	split e	basebo	ad
F P ti h W pick	Permit Permit fee is a separate charge that can be paid directly to the city. Fees are determined by type of work and every city has different fees.  Fork may be changed due to city requirements. Those frices are not included and any extra work will be an extra	1.00	0.00	0.00
و	strmated 21. of filing			
All	warranty warranty, service calls and claims related to the project I be thru Construction Fort Lauderdale DBA MB Home provements.	1.00	0.00	0.00
All e	vid 19	1.00	0.00	0.00
f ai	estimates are based on manufacturer time frame. In case by delays you are aware and agree to any delays that be caused by the manufacturer.			

	QTY	Price	Amount
Description	1.00	0.00	0.00
Payment terms \$20,000 DEPOSIT PART 1, AT SIGNATURE \$67.882.50 DEPOSIT PART 2 (TOTAL 30%) 8/16/2023 \$9,169.50 BEGIN DATE— Demo storts \$9,169.50 WEEKLY PAY FOR 19 WEEKS (SMONTHS)— VICTION SECTION SECT	t 10/10 less wor for 3	kis con some reas	Bletchy stopped
		Sub total	2000

Sub total	296275.00
Tax	0.00
Tax Rate	0.000%
Total	296275.00
Balance	296275.00

#### TERMS AND CONDITIONS

Contractor and Owner, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, hereby agree as follows on the date set forth below:

CONTRACT DOCUMENTS: Contractor is MB HOME IMPROVEMENTS, INC. and has license numbers CBC1265305 and CCC1334811. The Contract Documents consist of this Contract and the documents set forth above and those documents referenced including the Florida Construction Disclosures and the Right of Rescission. The Contract Documents also include any modifications of this Contract subsequent to its execution. These documents form the Contract and are as fully a part of the Contract as if attached to this Contract. The Contract represents the entire agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents is inconsistent with this Contract, this Contract shall govern. The Contractor shall be furnished, free of charge, such copies of any and all drawings, plans, and specifications as are reasonably necessary for execution of the Work.

WORK: The term "Work" means the materials and services expressly set forth in the Contract Documents. The Work may constitute the whole or a part of the Project. The scope of Work may be increased, decreased, changed or modified by agreement of the parties. All listed limitations and exclusions are specifically excluded from this Contract, the Work and the Contract Price. All allowances are an estimate and costs and fees in excess of an allowance item shall be billed and paid as a Change Order.

CONTRACT PRICE: Subject to exclusions and allowances, Change Orders, claims and other additions and deductions as set forth herein, Owner shall pay to Contractor the Contract Price. A punch list or warranty items or issues do not constitute a basis for withholding payment to the Contractor. All payment shall be made in good U.S. funds. Unpaid amounts shall bear interest from the date payment is due at 1.5% per month.

PROGRESS PAYMENTS: Owner shall pay to Contractor any deposit no later than (5) days of the last party executing this Agreement. Payment shall be made to Contractor as otherwise set forth in this agreement or within seven (7) days after receiving an invoice or payment application, whichever is earlier. Time is of the essence with respect to all progress payments by Owner. Time is of the essence in Regard to Contractor.

FINAL PAYMENT: A final payment, consisting of the unpaid balance of the Contract Price shall be made as set forth in this agreement or within seven (7) days after substantial completion of the Work by Contractor, whichever is earlier. Time is of the essence with respect to final payment by Owner.

OWNER REPRESENTATIVE: If multiple Owners sign this agreement, any Owner has full authority to direct the Contractor to do extra work or make changes to the scope of Work. Any and all instructions (written or oral), acts, or omissions of the any Owner shall bind the Owner as if made by all Owners.

COOPERATION WITH LENDER: Owner shall cooperate with any lending entity or entities providing financing for the Project and shall supply such information and certifications as may reasonably be required, from time to time, in order that Owner can satisfy conditions for lender to make payments to Contractor. Owner shall not hinder or delay the approval of the work to delay or prevent payment to Contractor.

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ACCEPTANCE: Owner shall immediately indicated in writing to provide the Contractor of any issues, claims or defects to the Owner must be specifically noticed in writing or the issuance of address the issue (as set forth here) aspect of the Work whole. Owner's failure to provide the opportunity to address the issue (as set forth here) within 14 days of Owner's beneficial use of the project and within 14 days of Owner's beneficial use of the contractor shall be given a reasonable opportunity to address the issue (as set forth here) occupancy, whichever is sooner. The contractor shall be given a reasonable opportunity to address the issue (as set forth here) occupancy, whichever is sooner. The contractor shall be given a reasonable opportunity to address the issue (as set forth here) occupancy, whichever is sooner. The contractor shall be given a reasonable opportunity to address the issue (as set forth here) occupancy, whichever is sooner. The contractor shall be given a reasonable opportunity to address the issue (as set forth here) occupancy, whichever is sooner. to the Owner must be specifically to Owner's failure to project and Work, or the issuance of a reasonable opportunity to address the issue (as set forth herein within 14 days of Owner's beneficial use of the given a reasonable opportunity to address the issue (as set forth herein occupancy, whichever is sooner. The contractor and pursuant to Florida law). occupancy, whichever is sooner. The bull the completion of the entire Work in a reasonable amount of time and pursuant to Florida law). Every bull to final completion and final completion of the entire Work in a reasonable amount of time. Time: Contractor shall achieve substantial completion and final completion and Project. The Owner shall make the Project available subject to the conditions and circumstances surrounding the Work on the Project not less than fifty hours subject to the conditions and circumstances surrounding the Work on the Project not less than fifty hours. TIME: Contractor shall achieve substantial completion and final completion of the entire work in a reasonable amount of time.

Time: Contractor shall achieve substantial completion and final completion of the Project not less than fifty hours per week, Monde subject to the conditions and circumstances surrounding the Work on the Project not less than fifty hours per week, Monde subject to the conditions and circumstances surrounding the Work on the Project not less than fifty hours per week, Monde subject to the conditions and circumstances surrounding the Work on the Project not less than fifty hours per week, Monde subject to the conditions and circumstances surrounding the Work and Project.

TIME: Contractor shall achieve substantial completion at the Work and Project. The Owner shall make the Project available and subject to the conditions and circumstances surrounding the Work on the Project not less than fifty hours per week, Monday subject to the conditions and circumstances surrounding the Work on the Project not less than fifty hours per week, Monday subject to the conditions and circumstances surrounding the Work on the Project not less than fifty hours per week, Monday subject to the conditions and circumstances surrounding the Work and Project. The Owner shall make the Project available and subject to the conditions and circumstances surrounding the Work and Project. The Owner shall make the Project available and subject to the conditions and circumstances surrounding the Work and Project. 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Any and all substantial to through Saturday, 7AM to 5PM. Any and all substanti CHANGE ORDERS: Owner and Contractor and Owner shall agree on said change order work and costs in writing and Contractor this Contract ("Change Order"). Contractor and Owner shall agree owner and Owner shall agree on said change order work and costs in writing and Contractor this Contract ("Change Order"). Contractor and Owner shall agree owner and owner shall agree owner and the Change Order"). CHANGE ORDERS: Owner and Contractor may agree on said change order work and costs in writing and Contractor this Contract ("Change Order"). Contractor and Owner shall agree on said changed work prior to mutual agreement of the parties with the Change of the parties work and the Change work prior to mutual agreement of the parties. Using the obligated to perform any changed work and the Owner remains of the parties. Using the obligated to perform any changed work and the Owner remains of the parties. this Contract ("Change Order"). Contractor and accordance with the terms of the Contract Documents and the Change shall thereupon perform the changed Work in accordance with the terms of the parties. However, Order. The contractor shall not be obligated to perform changed work and the Owner remains obligated to pay for contractor shall not be obligated to perform changed work and the Owner remains obligated to pay for contractor shall not be obligated to perform changed work and the Owner remains obligated to pay for contractor shall not be obligated to perform changed work and the Owner remains obligated to pay for contractor shall not be obligated to perform changed work and the Owner remains obligated to pay for contractor shall not be obligated to perform changed work and the Owner remains obligated to pay for contractor shall not be obligated to perform changed work and the Owner remains obligated to pay for contractor shall not be obligated to perform changed work and the Owner remains obligated to pay for contractor shall not be obligated to perform changed work and the Owner remains obligated to pay for contractor shall not be obligated to perform changed work and the Owner remains obligated to pay for contractor shall not be obligated to perform changed work and the Owner remains obligated to pay for contractor shall not be obligated to perform changed work and the Owner remains obligated to pay for contractor shall not be obligated to perform changed work and the Owner remains obligated to pay for contractor shall not be obligated to perform changed work and the Owner remains obligated to pay for contractor shall not be obligated to perform changed work and the Owner remains obligated to pay for contractor shall not be obligated to perform the owner remains obligated to pay for contractor shall not be obligated to pay for co Shall thereupon perform the changed work and the Owner remains obligated to perform any changed work and the Owner remains obligated to pay for same.

Contractor may rely on an Owner's oral directive to perform changed in connection with permit

Contractor may rely on an Owner's oral direction.

Contractor may rely on an Owner's oral direction of the Contractor may rely on an Owner's oral direction.

The Owner shall reimburse Contractor for all costs and fees incurred in connection with permits, permit processing, permit of the Owner shall reimburse Contractor for all costs and code violation payments related to the Contractor after the dark costs shall be in owner. The Owner shall reimburse Contractor for all costs and fees incurred to the Work and said costs shall be in excess of the expediting, testing, inspections, fines, and code violation payments related to the Work and said costs shall be in excess of the expediting, testing, inspections, fines, and code violation payments to the Contract the cost of materials to the Contract the cost of materials to the cost of materials to the cost of materials. The Owner shall reimburse Contractor to the Contractor after the date of this Contract, the Contractor after the date of this Contract, the Contractor contract price. In the event of increases in the cost of materials to pay as an additive change. If material contractor contract price. In the event of increases which the Owner agrees to pay as an additive change. If material contractor contract price. expediting, testing, inspections, files, the cost of materials to the open as an additive change. If material or equipment, shall pass on such increases as extra costs which the Owner agrees to pay as an additive change. If material or equipment, shall pass on such increases as extra costs which the Owner agrees to pay as an additive change. If material or equipment, shall pass on such increases as extra costs which the Owner agrees to pay as an additive change. If material or equipment, shall pass on such increases as extra costs which the Owner agrees to pay as an additive change. If material or equipment, shall pass on such increases as extra costs which the Owner agrees to pay as an additive change. If material or equipment, shall pass on such increases as extra costs which the Owner agrees to pay as an additive change. If material or equipment, shall pass on such increases as extra costs which the Owner agrees to pay as an additive change. contract price. In the event of increases as extra costs which the Owner agrees to be come unavailable, either temporarily or permanently, which the Contractor is required to furnish under this causes beyond its direct control, then in the case of the Contract, through causes beyond its direct control, then in the case of the Contract, through causes beyond its direct control, then in the case of the Contract, through causes beyond its direct control, then in the case of the contract of the contract of the case of the contract of the co which the Contractor is required to furnish under this causes beyond its direct control, then in the case of temporarily subsequent to the execution of the Contract, through the case of temporary subsequent to the execution shall be extended for such period of time as the Contractor shall be delayed. which the Contractor is required the Contract, through causes of time as the Contractor shall be extended for such period of time as the Contractor shall be delayed by such unavailability, the contract time shall be extended for such period of time as the Contractor shall be delayed by such unavailability, the contract time shall be extended for such period of time as the Contractor shall be excused from the requirement unavailability. subsequent to the execution of shall be extended for such periods the Contractor shall be delayed by such unavailability, the contract time shall be extended for such periods the contractor shall be delayed by such unavailability; the contract time shall be extended for such periods the contractor shall be excused from the requirement of furnishing unavailability; and in the case of permanent unavailability; and in the case of permanent unavailability. unavailability, the contract in the case of permanent unavailability, the Contractor any increase in cost between the cost of the material or such materials or equipment. The Owner agrees to pay the Contractor any increase in cost between the cost of the material or such materials or equipment. such materials or equipment. The Owner agrees to pay the such materials or equipment or furnishing (as an additive change) which has become permanently unavailable and the cost of the closest equipment or furnishing (as an additive change). substitute which is then reasonably available.

Owner/Agent Owner/Agent	× fur Pialu	Date: 08)02/23
Contractor/Agent	X	Date:

# \* contactor will make home usable from Dec 14-Jam 3 2023/4 and from feb 15-26 2024.

Contractor's sole obligation is to perform the Work actually depicted and described in the Contract Documents and/or plans and specifications or the Work directed by Owner. The Contractor is not responsible for missing or conflicting information or components from the Contract Documents, plans and/or specifications or for the constructability, performance, or use of the Contract Documents, plans, specifications, or the Project. The Contractor has not and shall not interpret the Contract Documents, plans, specifications, or Project design in order to fill in missing information or confirm compliance with the applicable building code, life safety systems, or the Americans with Disabilities Act (ADA) which the Owner agrees are its obligations.

DEFAULT: Unless permitted by Florida law, this Contract is not cancelable by Owner. If Owner (or those under its direct or indirect control) through active or passive acts, omissions, or negligence prevents, slows, or delays, the Contractor's progress of the Work (for any reason whatsoever) or causes Work to be done out of sequence, or if the Owner fails to make timely payment to the Contractor, the Owner shall be in default of this Contract. Upon default of this Contract by Owner, Contractor shall have no further obligations under this Contract and the Owner shall immediately pay to the Contractor the portion of the Contract Price due and outstanding at the time of default plus Contractor's lost profit on the uncompleted portion of the Work. Contractor may cancel this Contract at any time and for no reason, subject to returning to Owner the unused portion of any payments made.

DISPUTES: If a dispute should arise between Owner and Contractor under or relating to the Work or the Contract, or the breach thereof, then either party may seek redress of its grievances as to such disputes at law or in equity in a court of competent urisdiction located in Broward County, Florida. This Contract shall be governed and construed under the laws of the State of Ilorida. Fach of the action in Broward County for all lorida. Each of the parties hereto consents to the jurisdiction and the venue of any such action in Broward County for all urposes in connection with this Contract. THE CONTRACTOR AND OWNER WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY AND ALL CTIONS AND PROCESSIVES. CTIONS AND PROCEEDINGS. The prevailing party in any such suit or defense shall be entitled to recover from the other party and all costs and costs incurred in having to enforce ny and all costs and expenses, including but not limited to reasonable attorney's fees and costs, incurred in having to enforce s rights hereunder with s rights hereunder, with or without suit.

TE CONDITIONS: The Contractor employees shall not be required to Work in hazardous conditions and the Owner agrees to tigate such conditions. tigate such conditions prior to commencement of the Work. Contractor is not responsible or liable for vandalism, theft, or mage to the Work or mage to the Work or surrounding areas no matter how caused, including, without limitation, wind, rain, hall, hurricanes, or so of God or third particularly areas no matter how caused, including, without limitation, wind, rain, hall, hurricanes, or so of God or third particularly areas. is of God or third parties. The Contractor is not responsible for and shall be entitled to an additive Change Order for any and

Case of 24 Cycline 282 DSL Document 56-1 Entered on FLSD Docket 01/10/2025 Page Refires Page Notice of FLSD Page Not responsible for reinstalling any alarm system it may have removed. The owner shall, at its expense, contact their alarm work hours. The contractor is not responsible for damage or theft to removed. The owner shall, at its expense, contact their alarm work hours. The contractor is not responsible for damage or theft to be personal property, jewelry, valuables, and pets during work hours. The contractor shall be given damage or theft to be personal property, jewelry, valuables, and pets during work hours. reinstall same. Owner shall secure and safeguard all personal property, jewelry, valuables, and pets during work lours. The contractor shall be given, at no cost, access to water electricity and lighting, and access to the service and is not to be used by the responsible for damage or theft to personal property that was left in the work area or the well-being of pets. Owner. Owner of the well-being of pets are contractor shall be given, at no cost, access to water electricity and lighting, and access to the service panel. The unit of the personal property that was left in the work area or the well-being of pets. Owner of the personal property that was left in the work area or the well-being of pets. Owner of the personal property that was left in the work area or the well-being of pets. The contractor is not responsible secure and safeguard all personal property, jewelry, valuables, and pets during work in trash receptactor shall be given, at no cost, access to water, electricity and lighting, and access to the service panel. In the personal property and lighting, and access to the service panel. The trash requirements agrees to pay all its solely for the purpose of callection construction-related refuse and is not to be used by the project is solely for the purpose of callection construction-related refuse and is not not personal property. receptacle used during the project is solely for the purpose of collecting construction-related refuse and is not to be for damage. The transfer of the project is solely for the purpose of collecting construction-related refuse and is not to be for mold, inspector or after the project of the project as a sising from unforces a supplier or solvents, assestors, a Owner. Owner agrees to pay all costs arising from unforeseen issues such as unsafe or illegal conditions, rot or mold, inspector or after the Project has become in the purpose of collecting construction-related refuse and is not to be used by the purpose of collecting construction-related refuse and is not to be used by the purpose of collecting construction-related refuse and is not to be used by the requirements, overlooked pay all costs arising from unforeseen issues such as unsafe or illegal conditions, rot or mold, inspector or after the Project has become in the purpose of collecting construction-related refuse and is not to be used by the purpose of collecting construction-related refuse and is not to be used by the purpose of collecting construction-related refuse and is not to be used by the purpose of collecting construction-related refuse and is not to be used by the purpose of collecting construction-related refuse and is not to be used by the purpose of collecting construction-related refuse and is not to be used by the purpose of collecting construction-related refuse and is not to be used by the purpose of collecting construction-related refuse and is not to be used by the purpose of collecting construction-related refuse and is not to be used by the purpose of collecting construction-related refuse and is not to be used by the purpose of collecting construction-related refuse and is not to be used by the purpose of collecting construction-related refuse and is not to be used by the purpose of collecting construction-related refuse and is not to be used by the purpose of collecting construction-related refuse and is not to be used by the purpose of collecting construction-related refuse and is not to be used by the purpose of collecting construction-related refuse and is not to be used by the purpose of collecting construction-related refuse and is not to be used by the purpose of collecting construction-related refuse and is not to be used by the purpose of collecting construction-related refuse requirements, overlooked conditions, identifying and removing hazardous materials (lead paint, solvents, asbestos, etc.) before texture in variations of word, all as a Change Order. or after the Project has begun, all as a Change Order. Contractor is not responsible for warping of material, natural grain and cracks formed after concretors. texture in Variations of wood and stone, defects in materials, equipment or appliances covered by the manufacturer, driveway wood rot, any defects arising contracts in materials, equipment or appliances covered by the manufacturer, mold, termites of digging, damped effects arising contracts arising Cracks formed after concrete/asphalt has set or standing water, damage due to heat, sunlight or water, rust, mold, termites of digging, damage to sprinkles from work done after inspections by Owner Regarding fencing and concrete work, underground wood rot, and as a Change Order. Contractor is not responsible for warping the manufactor wood rot, and after concrete/asphalt has set or standing water, damage due to heat, sunlight or water, rust, mold, termites digging, damage to sprinkler systems, main water lineactory water, the Work wood rot, any defects arising from work done after inspection by Owner, Regarding fencing and concrete work, underground the concrete work work work work water lineactory water water lineactory water lineactor

digging, damage to sprinkler systems, main water lines, AC lines, drain lines or cable/internet/phone lines. LIMITATION OF LIABILITY AND INDEMNIFICATION: The Contractor' liability in any action related to this Contract or the Work reimbursement of any shall in no event exceed the contractor' liability and such liability may be fully discharged by a such liability may be fully discharged by a such liability in any action related to this Contract or the Work reimbursement of any shall in no event exceed the contractor' liability in any action related to this Contract or the Work reimbursement of any shall in no event exceed the contractor' liability in any action related to this Contract or the Work period to any shall in no event exceed the contractor' liability in any action related to this Contract or the Work period to any shall in no event exceed the contractor' liability in any action related to this Contract or the Work period to the contractor' liability in any action related to this Contract or the Work period to the contractor' liability in any action related to this Contract or the Work period to the contractor' liability in any action related to this Contract or the Work period to the contractor' liability in any action related to this Contract or the Work period to the contractor' liability in any action related to this Contract or the Work period to the contractor' liability in any action related to this contractor' liability is expressly intended to the contractor' liability in the contractor' liability is expressly intended to the contractor' liability in performed hereunder, shall in no event exceed the amount of the Contract Price and such liability is expressly intended to apply to all types of payments received by the contract of the Wolf and the Contract of reimbursement of any payments received by the Contractor under this Contract. This limitation of liability is expressly intended to apply to all types of claims, including but not live to a liability and the contract of the contract. This limitation of liability is expressly intended to apply to all types of claims, including but not live to the contract of the contract of the contract.

to apply to all types of claims, including but not limited to claims for the Contractor's own negligence. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, IF ANY, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, PARTICULAR BUT NOT LIMITED TO HEREIN, IF ANY, THERE ARE NO WARRANTIES, EXPRESS FOR A PARTICULAR BUT NOT LIMITED TO HEREIN, IF ANY, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AND PARTICULAR BUT NOT LIMITED TO HEREIN, IF ANY, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AND PARTICULAR BUT NOT LIMITED TO HEREIN, IF ANY, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AND PARTICULAR BUT NOT LIMITED TO HEREIN, IF ANY, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AND PARTICULAR BUT NOT LIMITED TO HEREIN, IF ANY, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AND PARTICULAR BUT NOT LIMITED TO HEREIN, IF ANY, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AND PARTICULAR BUT NOT LIMITED TO HEREIN, IF ANY, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AND PARTICULAR BUT NOT LIMITED TO HEREIN, IF ANY, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AND PARTICULAR BUT NOT LIMITED TO HEREIN, IF ANY, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AND PARTICULAR BUT NOT LIMITED TO HEREIN, IF ANY, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AND PARTICULAR BUT NOT LIMITED TO HEREIN, IF ANY, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AND PARTICULAR BUT NOT LIMITED TO HEREIN, IF ANY, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED TO HEREIN, IF ANY, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED TO HEREIN, IF ANY, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED TO HEREIN, IF ANY, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED TO HEREIN, IF ANY, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED TO HEREIN, IF ANY, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED TO HEREIN, INC. AND HEREIN, IMPLIED TO HEREIN, INC. AND HEREIN, IMPLIED TO H INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CONTROL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR AN CONTROL OF THE CON PARTICULAR PURPOSE. THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTS, OFFICERS, AND FINE CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTS, OFFICERS, AND FINE CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTS, OFFICERS, AND FINE CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTS, OFFICERS, AND FINE CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTS, OFFICERS, AND FINE CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTS, OFFICERS, AND FINE CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTS, OFFICERS, AND FINE CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTS, OFFICERS, AND FINE CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTS, OFFICERS, AND FINE CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY SPECIAL FOR ANY SPECIAL FOR THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY SPECIAL FOR THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY SPECIAL FOR THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY SPECIAL FOR THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY SPECIAL FOR THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY SPECIAL FOR THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR THE C CONSEQUENTIAL DAMAGES AND ANY CLAIM AGAINST THE CONTRACTOR OR ITS AGENTS, OFFICERS, AND EMPLOYEES SHALL BE LIMITED ANY CLAIM AGAINST THE CONTRACTOR OR ITS AGENTS, OFFICERS, AND MATERIAL DAMAGES AND ANY CLAIM AGAINST THE CONTRACTOR OR ITS AGENTS, OFFICERS, AND MATERIAL BE LIMITED. EMPLOYEES SHALL BE LIMITED TO THE REPLACEMENT VALUE OF ITS WORK AND ONLY IF SUCH WORK OR MATERIAL IS FOUND TO BE DEFECTIVE.

Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damages and/or delays caused by others or for damages, the Contractor shall have no liability or responsibility for any damages and/or delays caused by others or for damages, labor delays caused by others or for damages or delays either before commencement of, or during said Work, or after said Work, caused by structural faults, temporature caused by others or for damages or delays either before commencement of, or during said Work, or alter specific said by structural faults, temperature changes and differentials, sun and weather exposure, strikes, material shortages, labor shortages, war, Acts of God, rain and select and the strikes of God, rain and select shortages, war, Acts of God, rain, wind, wind storms, fire, floods, theft, vandalism, hurricanes or may have occurred prior to the immediate control. Contractor shall not be responsible for any damage which has or may have occurred prior to the commencement of Contractor's World not be responsible for any damage which has or may have occurred prior to the commencement of Contractor's World not be responsible for any damage which has or may have occurred prior to the commencement of Contractor's Work, including, without limitation, drywall, wood, furniture, fixtures, insulation, and paint. Any interruption in the Work which resulting without limitation, drywall, wood, furniture, fixtures, insulation, and paint. Any interruption in the Work which results in lost time and/or material and is not the sole and direct fault of the Contractor, shall be paid by the Owner as an oxter paid by the Owner as an extra cost according to time and material lost as an additive Change.

If any claim is made for damage or injury including death, the Owner agrees to indemnify and hold the Contractor harmless from and against such claims and costs) that the and against such claim and all loss, damage, injury and expense (including reasonable attorney's fees and costs) that the Contractor may custoin and all loss, damage, injury and expense (including reasonable attorney's fees and costs) that the Contractor may sustain when such claim is directly or indirectly based or related to the Owner's or its agents', contractors', or employees' negligent, intentional or wrongful acts or omissions.

OWNER SUPPLIED MATERIALS AND LABOR: If the Owner, before or during the course of the Work, purchases its own materials and/or supplies and/or directly retains the labor and/or services of an alternate contractor(s) and/or specialty contractor(s) (herein collectively "Owner Supplied Materials and Labor"), then Owner shall (1) be solely responsible for the timely delivery. coordination, insurance, protection, and security of and for the Owner Supplied Materials and Labor and (2) take all steps necessary to not adversely affect the Contractor's construction schedule or the sequence of the Contractor's Work. At Owner's sole cost and expense, Owner shall fully abide by and comply with all of Contractor's requests that any or all Owner Supplied Materials and Labor be furnished or held (and stored and not delivered/commenced) at the dates, times, and locations designated by Contractor at its sole and absolute discretion. The contractor shall have sole discretion to allow or refuse to allow any trade from working under its permit.

Additionally, all such labor and/or services of an alternate contractor(s) and/or specialty contractor(s) shall be performed under permits, licenses, and insurance separate and apart from the permits, license, and insurance covering the Work of the Contractor under this Agreement. The Owner hereby agrees to defend, indemnify and hold Contractor harmless from any and all costs, fees, expenses, damages, losses, impacts, and injuries (including death) caused by the Owner's alternate contractor(s) and/or expenses, damages, losses, impeces, and/or specialty contractor(s) for any reason whatsoever. Notwithstanding the foregoing, the Owner shall, within five calendar days of retaining said alternate contractor(s) and/or specialty contractor(s), take all steps necessary to cause said alternate contractor(s) to furnish to Contractor valid, effective, and enforceable contractor(s) retaining said alternate contractor(s) to furnish to Contractor valid, effective, and enforceable certificates of insurance naming and/or specialty contractor(s) and/or specialty contractor(s) and/or specialty contractor(s) policy. Said certificate and Contractor as an additional initial and contractor(s) and/or specialty contractor(s) policy. Said certificate and policy shall specifically prohibit said alternate contractor(s) and/or specialty contractor(s) from amending or canceling said policy shall specifically prior written notice to Contractor and shall be issued in amounts no less than \$1,000,000 by a contractor and policy policy shall specifically profiled to Contractor and shall be issued in amounts no less than \$1,000,000 by an A+ or better AM without 30 days prior written notice to Contractor, at its sole and absolute discretion, may slow or stop all the contractor. without 30 days prior written has been contractor, at its sole and absolute discretion, may slow or stop all Work until such time.

Best rated company licensed in Florida. Contractor, at its sole and absolute discretion, may slow or stop all Work until such time. Best rated company licensed in the Owner shall be responsible for any and all incurred demobilization and/or as said insurance certificates are provided. The Owner shall be responsible for any and all incurred demobilization and/or as said insurance certificates are provided. The Owner shall be responsible for any and all incurred demobilization and/or as said insurance certificates are provided. as said insurance Certification and and an additive Change Order.

SUBCONTRACTS: Those portions of the Work that the Contractor does not customarily perform with the Contractor's own SUBCONTRACTS: Those portions of the subcontracts or by other appropriate agreements with the Contractor's own personnel shall be performed under subcontractors and suppliers of its choice. Owner shall not interest or by other appropriate agreements with the Contractor. The contractor has personnel shall be performed under subcontractors and suppliers of its choice. Owner shall not interfere with or direct the work of said subcontractors.

or direct the works

matching: Contractor will use reasonable efforts to match the color, finish, hue, texture, size, shape, dimension, make, model

MATCHING: Contractor will use reasonable efforts to match the color, finish, hue, texture, size, shape, dimension, make, model

Page 7 of 0 MATCHING: Contractor will use reasonable the differences and said differences shall not be a basis to reject Work or refuse

## Document 56-1 Entered on FLSD Docket 01/10/2025 Page 9 of 9

Case 0:24-cv-60382-DSL Document 56-1 Enterto on to make payment. Owner is given notice now that a full replacement is needed to avoid variations in the foregoing and if Owner of the payment, it assumes the risk and of said variations. STORAGE: If materials for the Project are ready to install and the Owner is not ready, a grace period of 15 days will be given. Storage and shall be paid monthly and shall be paid in advance of the Work continuing. be paid monthly and shall be paid in advance of the Work continuing.

HOA's AND CONDOS: Owner is responsible for providing Contractor with the proper contact information for the person in charge approvals are rounded approving constructions. of coordinating and approving construction. Contractor shall not begin its work or order materials until the necessary HOA or CA all of the risk if the local unless Owner is responsible for providing Contractor with the proper contact information for the person in Charge approvals are received approving construction. Contractor shall not begin its work or order materials until the necessary HOA or CA all of the risk if the local unless Owner learning the proper contact information for the person in Charge approval. approvals are received unless Owner instructs Contractor in writing to commence without said approval, and if so, Owner bears all of the risk if the approval is delayed contractor in writing to commence without said approval, and if so, Owner bears allowed upgrade. all of the risk if the approval is delayed or never arrives. Owner is responsible to read and understand the bylaws and rules of will be approved in colors, styles and Contractor in writing to commence without said approval, and if so, Owner bear allowed upgrades, colors, styles and Contractor in writing to commence without said approval, and if so, Owner bear allowed upgrades, colors, styles and Contractor in writing to commence without said approval, and if so, Owner bear allowed upgrades, colors, styles and Contractor in writing to commence without said approval, and if so, Owner bear allowed upgrades, colors, styles and Contractor in writing to commence without said approval, and if so, Owner bear allowed upgrades, colors, styles and Contractor in writing to commence without said approval, and if so, Owner bear allowed upgrades, colors, styles and Contractor in writing to commence without said approval, and if so, Owner bear allowed upgrades, colors, styles and Contractor in writing to commence without said approval, and if so, Owner bear allowed upgrades, colors, styles and Contractor in writing to commence without said approval, and if so, Owner bear allowed upgrades, colors, styles and Contractor in writing to commence without said approval, and if so, Owner bear allowed upgrades, colors, styles and contractor in writing to commence without said approval, and if so, Owner bear allowed upgrades, colors, styles and contractor in writing to commence without said approval, and if so, Owner bear allowed upgrades, colors, styles and contractor in writing to commence without said approval, and if so, Owner bear allowed upgrades, colors, styles and contractor in writing to commence without said approval. or the risk if the approval is delayed or never arrives. Owner is responsible to read and understand the bylaws and rules will be approved by the HOA or CA. Owner by to agreeing to sell and install a product, color and style. will be approved by the HOA or CA. Owner bears all of the risk of its selection of any product, color and style.

RELATIONSHIP OF THE PARTIES: The Owner agrees to furnish and approve, in a timely manner, information requested by the Owner shall are payments to the contract Documents. The Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

Owner shall, at the request of the Contractor in accordance with the requirements of the Contract Documents been made to the contractor in accordance with the requirements of the Contractor in accordance with the requirement of the Contractor in accordance with th Owner shall, at the request of the Contractor in accordance with the requirements of the Contract Documents. Deen made to fulfill the Contractor, furnish to the Contractor reasonable evidence that financial arrangements have precedent to the Contractor, furnish to the Contractor reasonable evidence shall be a continuing condition been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a continuing condition precedent to the Contractor's further obligation under the Contract.

MISCELLANEOUS: In the event that any term, provision, or part of the Contract is held to be illegal, invalid or unenforceable, such term, provision, or part shall be deprod any term, provision, or part shall be deprod any term, provision, and the remaining terms, provisions and parts shall remain unaffected the contract is held to be illegal, invalid or unenforceable, such terms, provisions and parts shall remain unaffected the contract is held to be illegal, invalid or unenforceable, such terms, provisions and parts shall remain unaffected the contract is held to be illegal, invalid or unenforceable, such terms, provision, or part shall be deprod as a contract is held to be illegal, invalid or unenforceable, such terms, provision, or part shall be deprod as a contract is held to be illegal, invalid or unenforceable, such terms, provision, or part shall be deprod as a contract is held to be illegal, invalid or unenforceable, such terms, provision, or part shall be deprod as a contract is held to be illegal, invalid or unenforceable, such that a contract is held to be illegal, invalid or unenforceable, such that it is not to be invalid or unenforceable, such that it is not to be invalid or unenforceable, such that it is not to be invalid or unenforceable, such that it is not to be invalid or unenforceable, such that it is not to be invalid or unenforceable, such that it is not to be invalid or unenforceable, and the contract is not to be invalid or unenforceable, and the contract is not to be invalid or unenforceable, and the contract is not to be invalid or unenforceable, and the contract is not to be invalid or unenforceable, and the contract is not to be invalid or unenforceable, and the contract is not to be invalid or unenforceable, and the contract is not to be invalid or unenforceable, and the contract is not to be invalid or unenforceable, and the contract is not to be invalid or unenforceable, and the contract is not to be invalid or unenforceable, and the contract is not to be invalid or unenforceable, term, provision, or part shall be deemed severed from the Contract and the remaining terms, provisions and parts shall remain unaffected thereby. Where the contract severed from the Contract and the remaining terms, provisions and feminine, and singular terms. unaffected thereby. Where the context requires, neutral terms used herein shall include the masculine and feminine, and embodies the shall include the plural and requires, neutral terms used herein shall include the plural and reference, singular terms shall include the plural, and vice versa. This Contract, including the documents incorporated herein by reference, the subject to entire agreement of the subject to the su embodies the entire agreement of the parties and supersedes all prior negotiations, agreements and understandings relating to at least one. No requirement of the parties and supersedes all prior negotiations, agreements and understandings relating to at least one. the subject matter hereof. No requirement of this Contract may be waived or modified except by a written document signed by a least one authorized representative of this Contract may be waived or modified except by a written document of this Contract may be waived or modified except by a written document of this Contract may be waived or modified except by a written document of this Contract may be waived or modified except by a written document of this Contract may be waived or modified except by a written document signed by a writ at least one authorized representative of each party. The captions of the articles in this Contract are inserted only as a matter of to days at least one authorized representative of each party. The captions of the articles in this Contract are inserted only as a matter of to days at least one and for reference and in the captions of the articles in this Contract are inserted only as a matter of the days at least one are party. The captions of the articles in this Contract are inserted only as a matter of the days at least one are party. convenience and for reference and in no way define, limit or describe the scope of any article or paragraph herein. All reference addressed mean calendar days unless the contract may be waived or included in this Contract are inserted only as a matter convenience and for reference and in no way define, limit or describe the scope of any article or paragraph herein. All reference addressed mean calendar days unless this Contract to days shall mean calendar days unless otherwise specified. All notices called for in this Agreement shall be in writing and addressed to one or more of the authorise specified. All notices called for in this Agreement. The person signing this Contract addressed to one or more of the authorized representatives set forth in this Agreement. The person signing this Contract represents and warrants that he/sha is the described in the scope of the support of the authorized representatives set forth in this Agreement. The person signing this Contract represents and warrants that he/sha is the described in the scope of the support of the scope of the scope of the support of the su represents and warrants that he/she is the lawful fee simple owner of the property where the Work is being performed or is an expressly authorized agent for the lawful fee simple owner of the property signing this Contract agrees to be expressly authorized agent for the owner of the property. Notwithstanding, the party signing this Contract agrees to be individually and personally bound by the contractor for the Work. individually and personally bound by the terms and conditions contained herein and shall timely pay the Contractor for the Work and materials furnished as set forth borning. and materials furnished as set forth herein.

WARRANTY: The Contractor warrants to the Owner only that all materials furnished by it will be of standard quality, type and condition, free from defects and will be owner only that all materials furnished by it will be of standard quality, type and type of the condition of the contraction of the condition, free from defects, and will be installed or applied in a good workmanlike manner, in reasonable compliance with manufacturer's published applications. manufacturer's published application instructions. Should any defect occur within the warranty period, due to defective materials or workmanship. materials or workmanship supplied by the Contractor, the Contractor hereby agrees to repair same without charge upon receipt of charge, upon receipt of proper notice in writing, by certified mail, providing that the Contractor has been paid in full and the Owner and same shall be in full and the Owner was not in breach or terminated this Contract. There is no warranty and same shall be void if the total contract price, as amended, is not paid in full or if the Work or work or materials supplied by the Contractor are abused, not maintained or modified in any way. All warranty work shall be performed during normal business hours and within a reasonable time following written notice to the Contractor. Contractor shall provide no warranty whatsoever on Owner's supplied materials and/or on the work and/or materials of the Owner's alternate contractor(s) and/or specialty contractor(s).

#### FLORIDA RESIDENTIAL CONSTRUCTION DISCLOSURES

## FLORIDA'S CONSTRUCTION LIEN LAW

NOTICE: ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS. THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR